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THE 1980 AGREEMENT

(ACTIVE POLICE PERSONNEL)

L COLLECTIVE BARGAINING AGREEMENT

B E T W E E N

THE HAMILTON-WENTWORTH REGIONAL
BOARD OF COMMISSIONERS OF POLICE

- and -

THE HAMILTON-WENTWORTH POLICE ASSOCIATION



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THE 1980 AGREEMENT
(ACTIVE POLICE PERSONNEL)

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SCHEDULE "A" - Salaries for the Year 1980

SCHEDULE "B" - Cumulative Sick Leave Plan

SCHEDULE "C" - Canada Life Dental Plan

B E T W E E N

- and -

(hereinafter called "the Association")

OF THE SECOND PART.

WHEREAS the Board and a Bargaining Committee of the Hamilton-Wentworth Regional Police Force are empowered under Section 29 of The Police Act, being Chapter 351 of The Revised Statutes of Ontario, 1970, as amended, to bargain for the purpose of coming to an agreement in writing, defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the Members of the Hamilton-Wentworth Regional Police Force below the rank of Inspector, except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in-Council under The Police Act, and

WHEREAS the Board and the Bargaining Committee of the Hamilton-Wentworth Regional Police Force have agreed to enter into these presents in respect of the year 1980 for the purpose of defining, determining and providing for remuneration, pension, sick leave credit gratuities, grievance procedures and working conditions of the said Members of the Hamilton-Wentworth Regional Police Force below the Rank of Inspector.

NOW, THEREFORE, THIS AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION WITNESSETH
AS FOLLOWS

ARTICLE 1

PURPOSE AND SCOPE

Purpose

1. (1) The purpose of this Agreement is to define, determine and provide in writing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions for the year 1980 of Members of the Hamilton-Wentworth Regional Police Force, below the rank of Inspector, as hereinafter defined, except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in-Council under The Police Act.

Scope

- (2) The provisions of this Agreement apply to Police Officers of the Hamilton-Wentworth Regional Police Force below the Rank of Inspector, who are hereinafter referred to as member or members, whichever is the case.
- (3) The Board
 - (a) recognizes that the Members are actively engaged in the maintenance of law and order in The Regional Municipality of Hamilton-Wentworth
 - (i) which is an essential public service, and
 - (ii) which, because of it being vital to the health, safety and welfare of the people of The Regional Municipality of Hamilton-Wentworth, requires not only the total dedication of each Member of such Police Force, but as experience has established, the

performance of duty under conditions that are hazardous to the personal safety of the Member, and

- (b) agrees not to interfere with the rights of Members of the Hamilton-Wentworth Regional Police Force to become members of the Association and that there will be no discrimination, interference, restraint or coercion by the Board, or any of its Members, against any Member because of his connection with the Bargaining Committee of the Hamilton-Wentworth Regional Police Force or the Association, and
- (c) agrees that there is to be no discrimination against any person in the employing or continuing to employ because of race, creed, colour, nationality, ancestry, or place of origin of any person, and
- (d) recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its members and pledges that it and each of its members will observe the provisions hereof.

(4) The Association

- (a) recognizes that, while its members are employees of The Regional Municipality of Hamilton-Wentworth, the Board has the responsibility under The Police Act
 - (i) to govern, regulate and control the working conditions of the Police Force so as to not only furnish an essential public service that is vital to the health, safety and welfare of the people of The Regional Municipality of Hamilton-Wentworth, and
 - (ii) to ensure that such described service is furnished without interruption, and

- (b) agrees that it will not intimidate or coerce any Member into membership in the Association, and
- (c) agrees that there is to be no discrimination against any Member of the Association because of race, creed, colour, nationality, ancestry or place of origin, and
- (d) recognizes and accepts the provisions of this Agreement as binding upon each of its Members and upon itself and pledges that it and each of its Members will observe the provisions hereof.

ARTICLE II

SALARIES

Salaries

- 2. The annual salaries for Members for the year 1980 are to be in accordance with the salaries specified in the provisions of Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE III

HOURS OF WORK AND OVERTIME

Hours of Work

- 3. (1) Each Member of the Police Force is to perform such police duties as are assigned, from time to time, to him or her and in any event, such duties, subject to the exigencies of the service, are to be performed in each week
 - (a) for five (5) consecutive days, and
 - (b) for forty (40) hours, butin each period of eight (8) hours of police duties, and subject to the exigencies of the service, there is to be an interval of

one hour allowed for lunch.

- (2) A Duty List is to be posted at each Police Station in The Regional Municipality of Hamilton-Wentworth not less than two (2) weeks in advance of the operative date thereof.

Overtime

- (3) Time worked by a Member in excess of eight (8) hours in any twenty-four (24) hour period is to be classified as overtime and paid in cash or to receive lieu time, at the option of the Member, at the rate of one and one-half times (1 1/2) his or her normal hourly rate of pay. This section is to be interpreted:
- (a) to not include police duties performed in excess of eight (8) hours in any twenty-four (24) hour period if it results from a "shift change over" or an "exchange of shifts", and
 - (b) to include time worked in excess of eight (8) hours when a Member attends Court on a regularly scheduled day shift and the Court period extends beyond the regularly scheduled finishing time, and
 - (c) to include, when a Member is required to attend Court within two (2) hours prior to a regularly scheduled shift.
- (4) A Member who performs his or her regular police duties for a period of ten (10) continuous hours is entitled to receive
- (a) for such period of ten (10) hours, a meal allowance of two dollars and fifty cents (\$2.50), and
 - (b) for each succeeding period of three (3) continuous hours, a meal allowance of two dollars and fifty cents (\$2.50).

- (5) When a Member is called in by a command or supervisory officer during his or her off duty hours to perform any police duty that is directly or indirectly connected with the Police Force such recall, except where he or she is called in for disciplinary reasons under the provisions of The Police Act, is to be classified as overtime and each such Member is to be paid in cash or to receive in lieu time, at the option of the Member, at the rate of one and one-half times (1 1/2) his or her normal hourly rate of pay for all such hours of duty, with a minimum of four (4) straight time hours of pay.
- (6) All cash payments in respect of overtime are to be accumulated to the Member's credit and are to be paid in cash to such Members during the month of June and the balance before the 15th day of December in each year.

ARTICLE IV

VACATIONS WITH PAY

Annual Vacations with Pay

4. (1) Each Member is to receive in each year as annual vacation with pay as follows:
- (a) Members whose employment ceases before the completion of one (1) year of service are to receive four per cent (4%) of their respective earnings for such service exclusive of overtime and court time, and
 - (b) Members with not less than one (1) year of aggregate credited service from date of enrollment are to receive two (2) weeks vacation with pay, and

- (c) Members with not less than three (3) years of aggregate credited service prior to January 1 are to receive three (3) weeks vacation with pay, and
 - (d) Members with not less than ten (10) years of aggregate credited service prior to January 1 are to receive four (4) weeks vacation with pay, and
 - (e) Effective January 1, 1980, Members with not less than seventeen (17) years service prior to January 1 are to receive five (5) weeks vacation with pay, and
 - (f) Members with not less than twenty-five (25) years of aggregate credited service prior to January 1 are to receive six (6) weeks vacation with pay, and
 - (g) Members in their retirement year are to receive two (2) additional weeks vacation with pay. (Amended January 1, 1980).
- (2) The vacation period of any Member
- (a) is to be based on a normal work week, and
 - (b) is to be taken on the basis of his or her seniority as scheduled from time to time by the Chief of the Hamilton-Wentworth Regional Police Force and in the event that the principle of seniority is not adhered to or that the Scheduling is not acceptable to the Association, such matters may be the subject of a grievance within the terms of this Agreement.
- (3) The vacation pay for any Member is to be based upon the normal weekly salary paid per week to him or her but does not include overtime, court time or other increments.
- (4) The normal vacation period is to commence from and including January 1, and continue to and including December 31 of the same year.

- (5) When a statutory holiday occurs during the vacation of a Member, the said Member is entitled to an additional day of vacation with pay but a Member is to receive such additional day or days at a time or times that is or are subject to the exigencies of the service.
- (6) All vacations to which a Member is entitled are to be determined on the basis of the Member's aggregate credited service.
- (7) Subject to Article VIII, a Member who is required to return to police duties or Court duties from an annual vacation
 - (a) is to receive a minimum, of one (1) day off, with pay, to compensate for the loss of any day or part of a day in such vacation and which time off may be taken at the option of the Member, subject to the discretion of the Chief of Police and the exigencies of the service, (amended January 1, 1980), and
 - (b) is to be reimbursed in cash for all travelling expenses incurred as a result of such required return to police duties.

Vacation Pay on Retirement or on Separation from Service

- (8) A Member who retires within the provisions of the City of Hamilton Pension By-law Number 7970, as amended to the date of this Agreement and entitled "A By-law to Establish the Hamilton Municipal Retirement Fund", or under the Ontario Municipal Employees Retirement System or on separation from service,
 - (a) if he or she has qualified under the term of this Agreement for six (6) weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus twelve per cent

(12%) of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or

(b) if he or she has qualified under the terms of this Agreement for five (5) weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus ten per cent (10%) of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or

(c) if he or she has qualified under the terms of this Agreement for four (4) weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus eight per cent (8%) of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or

(d) if he or she has qualified under the terms of this Agreement for three (3) weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus six per cent (6%)

- of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
- (e) if he or she has qualified under the terms of this Agreement for two (2) weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus four per cent (4%) of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments.
- (9) Any Member who does not qualify for vacation with pay in the year of his retirement or separation from service is to be paid such vacation benefits as are provided under The Employment Standards Act, being Chapter 147 of the Revised Statutes of Ontario, 1970, as amended.
- (10) Where a Member dies there is to be paid in cash to him or her estate such amount as represents the vacation with pay to which he or she was entitled at his or her death.

ARTICLE V

STATUTORY HOLIDAYS AND PROCLAIMED HOLIDAYS

5. (1) Each Member is entitled in each year
- (a) to the following Statutory Holidays, and Proclaimed Holidays with pay on such days as they are observed,

- (i) New Year's Day, and
- (ii) Good Friday, and
- (iii) Easter Monday, and
- (iv) Victoria Day, and
- (v) Dominion Day, and
- (vi) Civic Holiday, and
- (vii) Labour Day, and
- (viii) Thanksgiving Day, and
- (ix) Remembrance Day, and
- (x) Christmas Day, and
- (xi) Boxing Day, and

such other holidays as may be proclaimed or declared by law from time to time, and

- (b) to receive one additional holiday with pay because of reporting for work fifteen (15) minutes early each day and which day is to be selected in each year by the Chief of the Hamilton-Wentworth Regional Police Force.

- (2) Where a Statutory Holiday or a Proclaimed Holiday is observed on a scheduled day off the Member is entitled to receive a lieu day off with pay at his or her normal rate of pay.
- (3) Subject to sub-section (4) of this section, where a Member is required to perform police duties on the day of observance of a Statutory Holiday or a Proclaimed Holiday, the Member is entitled to receive a lieu day off with pay at his or her normal rate of pay.
- (4) Where a Member is required to perform regular police duties on a shift that commences at any time during the observance of a Statutory Holiday or a Proclaimed Holiday, starting at 12:01 midnight,

the Member is to be paid in cash or to receive lieu time at the option of the Member, at the rate of time and one-half (1 1/2) his or her normal hourly rate of pay for all hours that are worked.

- (5) Where a Statutory Holiday is observed on a day other than the day on which it falls, no premium is payable in respect of the day on which such holiday falls.

ARTICLE VI

SERVICE PAY

6. (1) Each Member
- (a) after five (5) years of service is entitled to receive service pay of Eighty-five Dollars (\$85.00) per year thereafter but this amount is to be increased as provided in paragraph (b) of this sub-section, (amended January 1, 1980), and
- (b) is entitled to receive annually, after each five (5) years of service, occurring after the period of service described in paragraph (a) of this sub-section, cumulative increases of Eighty-five Dollars (\$85.00) for each succeeding five (5) years of service.
- (2) Each Member is entitled to receive the service pay, described in sub-section (1) of this section, in one installment prior to the fifteenth (15th) day of December of each year.

ARTICLE VII

ACTING RANK

7. (1) Where a Member has been directed by the Chief of the Hamilton-

Wentworth Regional Police Force to perform, on a temporary basis, the duties of a higher rank, the Member is to be paid the normal rate of pay of such higher rank for each period or periods that he or she performs at any time such duties.

- (2) Notwithstanding the provisions of sub-section (1) of this section, the Chief of the Hamilton-Wentworth Regional Police Force may assign members to specialized duties, for a period not to exceed one (1) year, that are normally performed by a higher rank for the purpose of training and acquiring knowledge in the specialized area and after the Member becomes proficient in his duties, the Chief of the Hamilton-Wentworth Regional Police Force, in his discretion, will direct that the Member be paid the normal rate of pay for such specialized duty.

ARTICLE VIII

OFF-DUTY COURT ATTENDANCES

8. (1) Where a Member is required to attend at Court during off-duty hours, he or she
- (a) is to be paid one and a half (1 1/2) times his or her normal salary rate with a minimum payment, for an attendance of less than four (4) hours, equal to four (4) hours at his or her normal salary rate, and
- (b) Where a Member is required to attend court immediately after working a night shift (2300 hours to 0700 hours or 2400 hours to 0800 hours), the member is to receive a minimum credit of six (6) hours, effective January 1, 1980.

- (c) is not to be paid for one (1) lunch period.
 - (d) where a Member is required to travel out of the Municipality of Hamilton-Wentworth to attend court, the member is to receive a credit of one and one-half (1 1/2) minutes for each mile travelled, in addition to the court time allowance for that attendance, effective January 1, 1980.
- (2) A Member is required to file, in the month of December in each year, an election with the Chief of the Hamilton-Wentworth Regional Police as to whether he will accept time off or cash in payment of his or her accumulated hourly credits for Court attendances.
- (3) Where a Member elects to accept
- (a) cash pursuant to sub-section (2) of this section, the cash credits, if any, as accumulated are to be paid out during the months of June and December in each year, or
 - (b) time off pursuant to sub-section (2) of this section, such time off is to be allowed
 - (i) at the discretion of the Chief of the Hamilton-Wentworth Regional Police Force with two (2) weeks prior notice, or
 - (ii) at the request of the Member if there is not less than three (3) weeks prior notice, but
- this paragraph (b) is subject to the exigencies of the service.
- (4) Notwithstanding the provisions of this section, where any Member has, at November 30 in any year, cash or time off credited to him or her in respect of Court attendance during off-duty hours, such credits are to be paid, in cash, to the Member in that year.

- (5) Where a payment is made pursuant to sub-section (4) of this section, any hours credited during the month of December of that year to a Member for off-duty Court attendances are to be carried forward and included in the credits, if any, of that Member in the immediately succeeding year.
- (6) A Member who is required to return from an annual vacation to attend Court is entitled to the benefits provided
- (a) under sub-section (7) of Section 4 of Article IV, and
 - (b) under this Article.

ARTICLE IX

TIME-OFF FOR ASSOCIATION BUSINESS

9. (1) Members of the Board of Directors of the Association, who are on police duty,
- (a) are to be allowed sufficient time-off duty with pay on the one (1) day of each month that is set aside to conduct the affairs of the Association, and
 - (b) are to be relieved with pay from working the third (3rd) relief shift immediately prior to the regular monthly meeting of the Association, and
 - (c) are to be relieved with pay from working the second (2nd) relief shift immediately following the regular monthly meeting of the Board of Directors of the Association.
- (2) Three (3) Members of the Board of Directors of the Association are to be granted three (3) days off, with pay, to attend the quarterly meeting of the Police Association of Ontario,

- (3) Twelve (12) Members of the Board of Directors of the Association are allowed to attend, with pay, the Annual Convention of the Police Association of Ontario for a period up to and including five (5) days.
- (4) If a member of the Hamilton-Wentworth Police Association Board of Directors is elected to the Board of Directors of the Police Association of Ontario, the Member shall be granted leave with pay to attend all meetings required by virtue of the office he/she holds at the discretion of the Chief of Police. (Effective January 1, 1980)
- (5) Six (6) Members of the Association are to be allowed time-off with pay to attend meetings of the Board on all matters of bargaining or any other matters concerning the Association or any Members of the Association.
- (6) The provisions of this Article are subject to the exigencies of the Service, with the exception of sub-section (4).

ARTICLE X

ONTARIO POLICE COLLEGE SUPPLEMENT

10. Each Member

- (a) Who is attending the Ontario Police College is to be paid a cash allowance of thirty dollars (\$30.00) per week, and
- (b) who is attending the Recruit Course at the Ontario Police College is to be paid a cash allowance of fifty dollars (\$50.00) for gymnasium and other equipment in addition to the cash allowance mentioned in sub-section (a), and
- (c) who is required to attend a Course at the Canadian Police College or other place outside the Province of Ontario, is to be paid the same

allowance as that paid to a Member in attendance at the Ontario Police College, and

- (d) who is required to attend any Course at the Canadian Police College or out of Province for a period in excess of four (4) consecutive weeks, will be paid travelling expenses to permit a return trip to his or her residence during that said period.

ARTICLE XI

CLOTHING AND FOOTWEAR ALLOWANCE

11. (1) Each Member who performs his police duties in plain clothes is entitled to receive, in cash a clothing allowance of six hundred dollars (\$600.00) per year. (Amended January 1, 1980).
- (2) Each Member who performs his police duties in uniform, but who is required to perform police duties for alternating periods in uniform and then in plain clothes, is entitled to receive, in cash, a plain clothes allowance of two dollars and thirty cents (\$2.30) for each day that he or she is required to wear plain clothes, but the total of this amount is not to exceed six hundred dollars (\$600.00) in any year.
- (3) Each Member who is required to perform his police duties in uniform, notwithstanding that he or she may be required to alternate between a uniform and plain clothes, is entitled to receive two (2) pairs of regulation boots and one(1) pair of rubber overshoes which are to be replaced, from time to time, as determined in the discretion of the Chief of the Hamilton-Wentworth Regional Police Force or his nominee.
- (4) The Board is to pay the cost of dry cleaning of

- (a) uniforms of Members who perform their police duties in uniform from time to time, and
- (b) plain clothes of Members who perform their police duties in plain clothes from time to time, and
- (c) dress shirts of Members who perform their duties in plain clothes.

Such dry cleaning is to be arranged by the Chief of the Hamilton-Wentworth Regional Police Force and is to be done as often as the Chief in his discretion determines.

ARTICLE XII

OCCUPATIONAL INJURY OR DISEASE

12. (1) Where a Member who receives an injury in the course of the performance of his or her police duties, the salary of the Member is to be continued as if the accident had not occurred until such time as there is an adjudication of The Workmen's Compensation Board in respect of the said accident.
- (2) Any Member
- (a) who receives an injury in the course of the performance of his or her police duties, and
 - (b) who is in receipt of an award from the Workmen's Compensation Board declaring the said injury to be compensable within the meaning of the Workmen's Compensation Act, and
 - (c) when a Member is absent by reason of an illness or injury occasioned by or as a result of his duty and where an award is made by the Workmen's Compensation Board,

he or she shall, in addition to the Workmen's Compensation award, receive such further amounts so as to provide that the total payment to the Member not exceed the net pay such Member would otherwise have received had he or she not been absent. For the purpose of this clause, net pay shall be the pay for the rank of the Member as shown in Schedule "A" plus fifty per cent (50%) of a Member's court time and overtime which was actually paid to the Member in the preceding calendar year averaged appropriately for the time during which the Member actually receives a Workmen's Compensation award less those deductions required under Government Statutes, Pension Plans and as provided for in this Agreement.

- (3) Notwithstanding any provision of this Agreement, or of Schedule "B" attached hereto, there is to be no deduction from or loss of Cumulative Sick Leave credits under the Cumulative Sick Leave Plan set forth in Schedule "B" attached hereto and forming part of this Agreement.
- (4) Notwithstanding Section 2. of this Article, the Board confirms that with the implementation of this new policy governing Members going on Workmen's Compensation, any Member who goes on compensation and is within the last five (5) years of service; this new Policy would not adversely affect his pension.
- (5) Effective January 1, 1980, where a Member is injured as a result of the carrying out of his/her duties and is covered by the Workmen's Compensation Board, the Member shall be entitled to his/her vacation and statutory holidays, and where the Member is unable to receive the said vacation or statutory holidays, that he/she be permitted to carry them over into the succeeding calendar year. If for good

cause the member was unable to take them in the succeeding calendar year, that he/she be permitted to carry them into the second calendar year following the year in which he/she received the injury. When the Member carries the vacation or statutory holidays over, he/she is entitled to receive the time off and not to receive any payment in lieu.

ARTICLE XIII

HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

13. (1) The Board is to pay one hundred per cent (100%) of the premiums payable for providing for each Member or retired Member
 - (a) insured services under the Ontario Health Insurance Plan until he or she attains the age of sixty-five (65) years, and
 - (b) an Extended Health Care Medi-Pak Plan until he or she attains the age of sixty (60) years or otherwise retires, whichever occurs first.
- (2) (a) The Board is to provide, at its expense, a Dental Plan, set out in Schedule "C" attached, which forms part of this agreement. (Amended January 1, 1980), and in addition,
 - (b) the Board is to pay the full cost or premiums to provide coverage at the 1979 Ontario Dental Association fee schedule rate and any increase in the premiums of the fee schedule for 1980 up to a maximum of six (6%) per cent.
- (3) The Extended Health Care Medi-Pak Plan is to extend, at the expense of the Association, to a retired Member and/or his or her spouse from and including age 60 to and including age 65.
- (4) Effective December 31, 1978, Medi-Pak Coverage for the dependents of the pensioner ceases on the death of the retired member.

ARTICLE XIV

LIFE INSURANCE BENEFITS

14. The Board is to pay

- (a) one hundred per cent (100%) of the premiums payable for providing for each Member life insurance coverage in an amount equal to two (2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary Schedule, and
- (b) one hundred per cent (100%) of the premiums payable for a Plan providing for accidental death and dismemberment benefits as follows:
 - (i) not less than an amount equal to two (2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for accidental death occurring at any time, and
 - (ii) not less than an amount equal to two (2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss at any time of both eyes, both feet, both hands or any combination thereof occurring at any time, and
 - (iii) not less than the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of one eye, one hand or one foot or any combination thereof occurring at any time, and
 - (iv) not less than one-half (1/2) the salary of a First Class Constable plus an automatic increase in that coverage on the

effective date of each increase in the salary schedule, for the loss of a combination of a thumb and index finger of either hand occurring at any time.

ARTICLE XV

PENSION BENEFITS

15. (1) The benefits provided under City of Hamilton By-law No. 7970 entitled "To Establish The Hamilton Municipal Retirement Fund" as amended to the date of this Agreement, form part of this Agreement and are to continue to apply to and in force and effect with respect to the Members, who were participants under the said By-law at December 31, 1973, during the term of this Agreement, and if such By-law is amended or repealed, without the consent of the Association, during the term of this Agreement so as to alter, reduce or discontinue the benefits provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or repealing By-law had not been enacted.
- (2) The Association consents to the amendment of City of Hamilton By-law 7970, which amendment redefines, effective January 1, 1978, contributory and non-contributory earnings for pension purposes as follows:

CONTRIBUTORY EARNINGS

Normal Earnings (Basic Salary
or Wage)

Shift Premium

Acting Pay

Premium Pay

Stand-By Pay

NON-CONTRIBUTORY EARNINGS

Overtime

Call Back Pay

Vacation Pay in Lieu of Vacation
Leave

Court Pay

Bonuses

CONTRIBUTORY EARNINGS
(Continued)

Vacation Pay on Retirement

Clothing Allowance

Service Pay

NON-CONTRIBUTORY EARNINGS
(Continued)

U.I.C. Rebate

Travel Expenses and Mileage

- (3) Notwithstanding Section 2 of this Article, the parties agree that the definition of contributory and non-contributory earnings for pension purposes used prior to the amendment referred to above shall continue to be applied to:

BALL, Frank

BARBY, Ronald

BELL, William

COOKE, James

DOWNEY, Basil

GAVIN, James

GOUGH, Frank

McKELLAR, Malcolm

McMURRAY, Bruce

PLATT, Kenneth

REID, Errol

SKEATES, Charles

STEWART, Alexander

WEBB, Winston

WHEELER, Leonard

- (4) The Association consents to any amendment to By-law No. 7970 which is necessary to satisfy the Agreement provided for in Section 3 of this Article.

- (5) The Board agrees that any additional benefits granted to civic employees under the provisions of City of Hamilton By-law No. 7970, entitled "To Establish the Hamilton Municipal Retirement Fund" will be automatically granted to those Members of the Association in the Hamilton Municipal Retirement Fund.
- (6) Members who are enrolled in the Ontario Municipal Employees' Retirement System will participate in the final average earnings basic pension benefits plan in accordance with the requirements of the Ontario Municipal Employees' Retirement System. This participation will not result in any loss of benefits to the Members.
- (7) The Board agrees to pay the full cost of removing the .7 actuarial reduction in a Member's Pension from the date the Member retires, regardless of the age of the Member.
- (8) The Board and the Association agree, effective January 1, 1979, that the benefits of War Service are offered to,
 - (a) those Members of the Hamilton Municipal Retirement Fund who will not be able to attain thirty-five years of service prior to their normal retirement, and
 - (b) those Members of the Ontario Municipal Retirement System.
- (9) Effective January 1, 1980,
 - (i) Members of the Hamilton Municipal Retirement Fund who die or retire prior to the completion of thirty-five (35) years of credited service, shall have the basic survivor benefit similar to the Ontario Municipal Employees Retirement System,
 - (ii) Notwithstanding Sub-section (i) - those Members who have completed thirty-five (35) years of credited service or who have attained the normal retirement age of sixty (60) years

of age, shall be entitled to the basic survivor benefit similar to the Ontario Municipal Employees Retirement System on death or retirement unless, at least ninety (90) days prior to the event the Member has elected any one of the existing options available in the Hamilton Municipal Employees Retirement Fund as defined and calculated as of December, 1979, with an additional option of an unreduced ten (10) year guarantee. If the Member elects one of the options in the Hamilton Municipal Employees Retirement Fund and dies prior to the completion of thirty-five (35) years of service or attaining the normal retirement age of sixty (60) years of age, the basic survivor benefit similar to the Ontario Municipal Employees Retirement System shall apply.

(10) Effective January 1, 1980, Members who are enrolled in the Ontario Municipal Employees Retirement System shall have the benefits of the 30 Year Early Retirement Supplementary Plan III. The full cost of the implementation, including all past service costs and any additional future service contributions are to be assumed by the Board (partial disability excluded).

(11) Effective January 1, 1980, Members who are enrolled in the Hamilton Municipal Employees Retirement Fund shall have the same benefits as those contained in the Ontario Municipal Employees Retirement System 30 Year Retirement Supplementary Plan. The full cost of the implementation, including all past service costs and any additional future service contributions to be assumed by the Board.

ARTICLE XVI

CUMULATIVE SICK LEAVE PLAN

16. All Members are entitled to participate in and receive the benefits of the Cumulative Sick Leave Plan as set forth in Schedule "B" attached hereto.

ARTICLE XVII

COMPASSIONATE LEAVE

17. (1) A Member is entitled to receive leave of absence, with pay at his or her normal rate, in the event of the death of and for the purpose of attending the funeral of any of the following:
- (a) Mother, and
 - (b) Father, and
 - (c) adopting Mother, and
 - (d) adopting Father, and
 - (e) Brother, and
 - (f) Sister, and
 - (g) Son, and
 - (h) Daughter, and
 - (i) Wife, and
 - (j) Husband, and
 - (k) Mother-in-Law, and
 - (l) Father-in-Law, and
 - (m) Sister-in-Law, and
 - (n) Brother-in-Law, and
 - (o) Children-in-Law, and

(p) Grandparents, and

(q) Grandchildren, but

such leave of absence is to be not more than three (3) days.

- (2) In the case of special circumstances and where the Member makes an application to the Chief of the Hamilton-Wentworth Regional Police Force, the leave of absence described in sub-section (1) of this section may be extended by the said Chief to five (5) days.

ARTICLE XVIII

PROMOTION PROCEDURE

18. The Promotion Procedure shall be the procedure set forth in Promotion Procedure Order Catalogue No. P6 dated April 18, 1975, or as amended from time to time by the Chief of Police.

ARTICLE XIX

VOLUNTARY PAID DUTY ASSIGNMENTS

19. (1) The rates payable to all ranks for authorized voluntary paid duty assignments are as follows:
- (a) Constable at the rate of \$11.00 per hour with a prevailing minimum rate of \$33.00 for any period of assignment, and
 - (b) Sergeants, in Supervisory Duty, at the rate of \$12.00 per hour with a prevailing minimum rate of \$36.00 for any period of assignment, and
 - (c) Staff Sergeants, in Supervisory Duty, at the rate of \$13.00 per hour with a prevailing minimum rate of \$39.00 for any period of assignment.

- (2) Authorized Voluntary Duty is that duty as specifically authorized by the Chief, or a Deputy Chief, or the Hamilton-Wentworth Regional Police Force and as required by the policy of The Workmen's Compensation Act of Ontario, is under the supervision of the regular police supervisor and further, the members are subject to the Code of Discipline as contained in the Regulations to The Police Act, Ontario.

ARTICLE XX

SHIFT PREMIUM

20. (1) There is to be paid to each Member a shift premium of
- (a) twelve (12) cents per hour for each hour actually worked by such Member who works any of the following shifts
 - (i) 1:00 p.m. to 9:00 p.m., or
 - (ii) 2:00 p.m. to 10:00 p.m., or
 - (iii) 3:00 p.m. to 11:00 p.m., or
 - (iv) 4:00 p.m. to 12:00 p.m., or
 - (v) 5:00 p.m. to 1:00 a.m., or
 - (vi) 6:00 p.m. to 2:00 a.m., or
 - (vii) 7:00 p.m. to 3:00 a.m., or
 - (viii) any variations of (i) to (vii) of this paragraph, and
 - (b) twenty-two (22) cents per hour for each hour actually worked by such Member who works any of the following shifts
 - (i) 8:00 p.m. to 4:00 a.m., or
 - (ii) 9:00 p.m. to 5:00 a.m., or
 - (iii) 10:00 p.m. to 6:00 a.m., or

(iv) 11:00 p.m. to 7:00 a.m., or

(v) 12:00 p.m. to 8:00 a.m., or

(vi) any variation of (i) to (v) of this paragraph.

(2) Notwithstanding sub-section (1) of this section,

(a) any Member who works overtime on this scheduled shift is to receive the shift premium of that scheduled shift for such overtime.

(b) The shift premium is in addition to any overtime entitlement but the shift premium is not to be included in calculating the overtime payment.

ARTICLE XXI

ASSOCIATION SECURITY

21. The Treasurer of The Regional Municipality of Hamilton-Wentworth is to deduct monthly from each Member's wage payment such amount as is prescribed in a written Notice or Notices signed by the Secretary of the Association and such amounts so deducted are to be remitted to the Treasurer of the Association by the middle of the month next following the month in which such deductions are made, together with a list of the Members from whose wages such deductions were made.

ARTICLE XXII

GRIEVANCE PROCEDURE

22. (1) Where a difference arises between the Board and the Association relating to the interpretation, application, administration or an alleged violation of any Agreement,

- (a) STEP 1 - the aggrieved person is to first discuss the matter with the Officer in charge of the Division in order to reach a settlement, the Officer concerned shall render an oral decision within two (2) working days, and
- (b) STEP 2 - failing satisfactory settlement under Step "1" hereof, the grievance is to be reduced to writing and placed before the appropriate Bureau Chief within a period of three (3) working days after the decision rendered under Step "1" is communicated to the person. The aggrieved person may be accompanied by his Association Representative at this Step. A written decision shall be rendered by the Bureau Chief within three (3) working days following such meeting, and
- (c) STEP 3 - failing satisfactory settlement under Step "2", within five (5) working days, the grievance is to be placed before the Chief of Police through the appropriate Bureau Chief concerned. The Association President is to attend and may be accompanied by one other member of his executive. The Chief of the Hamilton-Wentworth Regional Police Force shall render his decision in writing within a further period of five (5) working days, and
- (d) STEP 4 - failing satisfactory settlement under Step "3", the Association President may submit the matter in dispute to the Board, which is to render its decision in writing within five (5) weeks of the matter being submitted to it, OR if there is no meeting, shall render such decision within two (2) weeks of its next regularly scheduled meeting, and
- (e) STEP 5 - failing satisfactory settlement under Step "4", the Association may, within seven (7) working days after the written

decision of the Board, require that the grievance be adjudicated by an arbitrator according to the provisions of Section 33 of The Police Act by notifying the Board in writing of its desire to do so.

- (2) No matter is to proceed under Step "5", as described in sub-section (1) of this section, which has not been properly processed through all of the previous steps of the Grievance procedure but any time limits prescribed in such Procedure may be extended by the mutual consent, in writing, of the parties.
- (3) The Board is under no obligation to consider or process any grievance unless such grievance has been presented in writing to the Bureau Chief at Step "2" of the Grievance Procedure, as described in Sub-section (1) of this section, within twenty-one (21) days from the time the circumstances upon which the grievance is based were known to the Member.
- (4) Notwithstanding the provisions of this section, the matter of discipline or discharge of a Member is not subject to the Grievance Procedure described in this section but is to be dealt with in accordance with the provisions of The Police Act and the Regulations adopted from time to time under that Act.
- (5) The Association is confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step "2" of sub-section (1) of this section.
- (6) Each party to an arbitration under this section is to share equally the cost of the arbitration proceedings under this section and the cost of the arbitrator.

ARTICLE XXIII

RETROACTIVITY - APPLICATION

23. Any additions, deletions or amendments to this 1980 Agreement are to apply to those Members in the employ of the Board on the date of the ratification, or Award providing for any said additions, deletions or amendments, but for the purpose of this Article, Members who either die or retire in the year covered by the Agreement, Memorandum or Award or commence their employment on or after the date of the execution of the Agreement, are deemed to be in the employ of the Board.

ARTICLE XXIV

EDUCATION

24. The Board is to establish an Educational Bursary for the benefit of Members of the Association, but such Bursary is to be administered by the Chief of the Hamilton-Wentworth Regional Police Force.

ARTICLE XXV

EXPENSES

25. Effective January 1, 1980, where a member is required to travel extensively on police related duties, the member shall receive, in advance, his/her travelling expenses and a per diem meal allowance in keeping with the rates of the Regional Municipality of Hamilton-Wentworth. A detailed Expense Account to follow.

ARTICLE XXVI

PARKING

26. Effective January 1, 1980, the Board is to assist in obtaining parking for the Members assigned to duties at the Administration Building. The

facilities to be in the vicinity of the Administration Building and the Board to assume fifty per cent (50%) of the monthly parking rate.

ARTICLE XXVII

PREVIOUS AGREEMENTS, DECISIONS AND AWARDS

27. This Agreement is to be interpreted and construed as including in substance all previous agreements, decisions and awards, and notwithstanding the provisions of any such agreements, decisions and awards, the provisions of this Agreement are to govern and prevail.

ARTICLE XXVIII

DURATION OF AGREEMENT

28. (1) Subject to the provisions of this Section, this Agreement comes into force and effect on January 1, 1980, except as otherwise provided herein, and continues in force and effect until December 31, 1980, and thereafter until replaced by a new Agreement, decision or award.
- (2) The Board or the Association may at any time prior to December 31, 1980, serve the other with a written request to bargain, as contemplated by Section 29 of The Police Act, for the purpose of entering into an agreement for the year 1981, and, in such event, the said request is to be served on the Secretary of the Board or of the Association, whichever is the case.

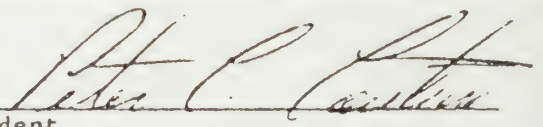
IN WITNESS WHEREOF the Board and the Association have on this 17th day of
FEBRUARY, 1950, affixed their signatures hereto under the hands of
their proper officers.

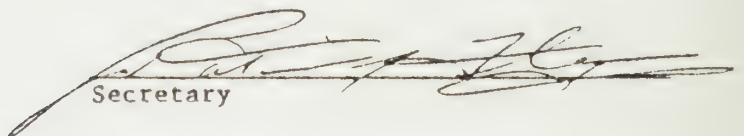
THE HAMILTON-WENTWORTH REGIONAL BOARD
OF COMMISSIONERS OF POLICE


Chairman


Secretary

THE HAMILTON-WENTWORTH POLICE ASSOCIATION


President


Secretary


Chairman of the Bargaining Committee

SCHEDULE "A"

SALARIES FOR THE YEAR 1980

<u>Classifications</u>	<u>January 1, 1980</u>
Constable 4th Class	\$18,308.87
Constable 3rd Class	\$19,992.09
Constable 2nd Class	\$21,203.90
Constable 1st Class	\$23,460.49
Sergeant 2nd Class	\$25,337.33
Sergeant 1st Class	\$27,364.32
Staff Sergeant	\$29,553.47

SCHEDULE "B"

CUMULATIVE SICK LEAVE PLAN

1. This Plan may be cited as "Cumulative Sick Leave Plan" for the Hamilton-Wentworth Regional Police Force.
2. In this Plan
 - (a) "Board" means the Hamilton-Wentworth Regional Board of Commissioners of Police, and
 - (b) "Director of Personnel" means the Director of Personnel for The Regional Municipality of Hamilton-Wentworth, and
 - (c) "Employee" means any salaried officer, clerk, workman, servant, or other person in the employ of the Board on and after January 1, 1974, and
 - (d) "employment" means employment in the service of the Board, and
 - (e) "six months salary" means the employee's normal standard weekly salary earned at the time of death or retirement multiplied by twenty-six, and
 - (f) "standard normal daily rate of pay" means
 - (i) in the case of hourly paid employees, the standard number of hours normally worked per day multiplied by the standard rate per hour normally paid the employees, and
 - (ii) in the case of salary paid employees, the standard salary normally paid per week divided by the standard normal days worked per week, and
 - (g) "three months salary" means an employee's normal standard weekly salary earned at the time of death or retirement multiplied by thirteen, and
 - (h) "Unbroken month" means, as the case may be:
 - (i) a calendar month in which an employee is employed, full

time or part-time, on all working days in that calendar month; or

(ii) a calendar month in which an employee is employed, full time or part-time, on all working days but one (1) in that calendar month; or

(iii) a month to which sub-sections 2 and 6 of Section 8 applies.

3. The sick leave credits standing to the credit at December 31, 1973, of each employee of a former Board is to be credited to that employee on January 1, 1974.

4. (1) In addition to section 3 and commencing January 1, 1974, an employee is entitled to sick leave credit of one and one-half days per month for each unbroken month of service with the Board.

(2) Subject to subsection 3, monthly sick leave credit accrues to an employee on the first day of the month following each completed calendar month of service.

(3) The entitlement of an employee to monthly sick leave credit ceases

(a) as of the date of the retirement of an employee on pension,
or

(b) as of the date that the employee attains the compulsory age
of retirement

except where an employee coming within the meaning of paragraphs (a) and (b) herein is re-employed in the same or in another capacity with the Board.

5. (1) An employee who has qualified for sick leave credit is entitled to sick leave at his "standard normal daily rate of pay".

(2) An employee is entitled to, and the Board shall furnish, a statement of sick leave credit as of the 31st day of December in every year, not later than the 31st day of March in the next following year.

6. A broken month of service which is due to weather conditions or lack of work shall not be deemed to mean a broken month of service if the employee is employed a minimum of ten (10) working days during the calendar month.
7. An employee is not entitled to sick leave until he has established an accumulated sick leave credit of nine days.
8. (1) Where an employee is absent from his employment for a period in excess of one day, he is not entitled to the sick leave credit referred to in Section 4.
(2) Subsection (1) does not apply to an employee
 - (a) who has been granted a leave of absence by the Board, and who is employed a minimum of ten working days during the month or months for which he is granted the said leave of absence, or
 - (b) who is employed for a minimum of ten working days in any month, but who has been subject to a lay-off by the Board, or
 - (c) who is absent and in receipt of compensation under The Workmen's Compensation Act.
- (3) Where an employee is absent from his employment due to a sickness for a period of not more than three (3) consecutive working days where such working days extend from one (1) calendar month to the next calendar month, the loss of the one and one-half (1 1/2) days sick leave accumulation will only apply to the preceding calendar month.
- (4) Where an employee is absent from employment for a period in excess of two (2) days by reason of a bona fide sickness and the employee provides the Director of Personnel with a medical certificate in

accordance with the regulations, subsection 1 of Section 8 does not apply.

(5) The medical certificate referred to in subsection 4 is to be provided by the employee after the two (2) days sickness.

(6) Where an employee who qualified for sick leave is on vacation leave and during the vacation leave is

(a) hospitalized, or

(b) convalescing following hospitalization, or

(c) in home care under the Ontario Hospital Insurance Plan,

the period of time during which paragraphs (a), (b) or (c) apply shall be deemed to be sick leave and not vacation leave.

(7) A period of time equivalent to the period of time deemed to be sick leave, at the option of the employee, shall be,

(a) added, as vacation leave, to the period of time originally allocated for vacation leave, or

(b) granted to the employee as vacation leave at such later date as the employee may determine.

9. (1) Subject to subsection (2) and save and except as provided in Section 17, an employee loses his cumulative sick leave credit

(a) if he is discharged from his employment for cause,

(b) if he voluntarily leaves his employment,

(c) if he, after a lay-off, fails to return to his employment within a period of five working days after the receipt of a notice to return to work,

(d) after a lay-off for a period in excess of eight months,

(e) after a leave of absence in excess of three months, except as provided in subsection (2).

- (2) Where the leave of absence in excess of three months referred to in subsection (1) is granted for the purpose of further instruction of education relative to the business of the Hamilton-Wentworth Regional Police Force, the employee on return to the service of the Board may retain his cumulative sick leave credit,
 - (a) if cumulative sick leave credit existed at the time the leave of absence was granted,
 - (b) if the employee returns to the service of the Board immediately following the termination of the course of instruction.
 - (3) Where an employee has applied and been given a leave of absence not in excess of eight (8) months, due to pregnancy, such employee shall maintain sick leave accumulative credits providing that:
 - (a) such credits existed at the time the leave of absence was given,
 - (b) the employee, on or before the expiration date of the leave of absence, gives notice in writing of intention to return to employment with the Board when suitable employment for which she is qualified is available.
10. An employee is not entitled,
- (a) to claim sick pay benefits outlined under the provisions of this Plan
 - (i) during a period of lay-off, or
 - (ii) during leave of absence granted without pay,
 - (b) to sick pay in advance of any sick leave credit he might earn in the current month and such credit becomes available to him on the first day of the succeeding month.

11. An employee who is absent from employment due to pregnancy or childbirth is not eligible for sick leave pay.
12. (1) An employee who is engaged in outside employment apart from his employment with the Board is not entitled to any benefits under the provisions of this Plan for any occupational injury or sickness sustained during such periods of outside employment.
(2) No person whose employment is secondary to or in addition to other employment or tradesman employed by the Board under the terms of Building Trades Agreements is entitled to any benefits under the provisions of this Plan.
13. The number of days or half days for which an employee receives sick pay shall be deducted from his cumulative sick leave credit.
14. (1) Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
(2) Statutory or proclaimed holidays and regular days off do not form part of an illness period.
15. Overtime, shift differentials, bonus or other additional remuneration that the employee might receive from the Board is not to be included in the calculation of sick pay allowance, retirement or death gratuity payments.
16. An employee may utilize sick leave allowance for absence from employment
(a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control except an employee in receipt of a Workmen's Compensation Award shall be excluded from utilizing sick leave allowances,

- (b) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health or as contained in the Department of Public Health Regulations might endanger the health of other employees by his attendance on duty,
 - (c) for a special reason which has been accepted by and recommended by the Board.
17. (1) A person who was employed by a former Board before January 1, 1974 or by the Board on or after January 1, 1974, and who retires from his employment under the provisions of any pension by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity for not less than ten (10) years equal to one-half the number of unused days of sick leave standing to his credit, provided that in no case shall the amount of the gratuity be more than an amount equal to his salary or other remuneration for the immediately preceding six (6) month period.
- (2) Notwithstanding the provisions of subsection (1) of this section, a person who was employed by the Board of Commissioners of Police for the City of Hamilton prior to January 1, 1950, and who became an employee of the Board on January 1, 1974, and who retires from his employment under the provisions of any pension by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity
- (a) for not less than ten (10) years and not more than fifteen (15) years of service equal to the number of unused days of sick leave standing to his credit at the date of his retirement, but the amount of the gratuity is to be not more than

an amount equal to his salary or other remuneration for the immediately preceding three (3) month period, and

- (b) for not less than fifteen (15) years of service equal to the number of unused days of sick leave standing to his credit but the amount of the gratuity is to be not more than an amount equal to his salary or other remuneration for the immediately preceding six (6) month period.

(3) Service for the purposes of this Plan shall be deemed to include service with a former board or local municipality.

(4) Where an employee dies while in the employ of the Board, his estate is entitled to receive payment of the gratuity in accordance with the provisions of this section.

18. The provisions of this Plan are to be administered by the Director of Personnel.

19. (1) Subject to subsection (2) regulations may be made from time to time under the provisions of this Plan for the purpose of effective administration of the provisions of the Plan.

(2) Regulations made pursuant to subsection (1) are to be approved by the Board.

(3) The regulations appended hereto form part of the Plan.

REGULATIONS

1. An employee shall on the first day of illness, report or cause to report such illness to his immediate superior.

2. An employee who fails to report on the first day that he is absent from work due to illness shall be considered as being absent without leave and is subject to having his name removed from the payroll on instructions

from the Director of Personnel.

3. Upon receiving notice of an employee's illness, the Superior shall on the same day report such illness on the "sick leave forms" as provided by the Director of Personnel.
4. An employee whose illness extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Director of Personnel.
5. An employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having his name removed from the payroll on instructions of the Director of Personnel.
6. Where the immediate Superior has reason to believe that absence of the employee was not due to illness, the immediate Superior may demand a doctor's certificate for one day of absence.
7. An employee whose illness extends to fourteen (14) consecutive working days shall, on the fourteenth day and for every subsequent fourteen (14) working days, file a doctor's certificate with the Director of Personnel.
8. An employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having his name removed from the payroll on the instructions of the Director of Personnel.
9. The immediate Superior is responsible for reporting to the Director of Personnel all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.
10. The Director of Personnel
 - (a) shall keep a record of all sick leave and accumulated credits, and
 - (b) shall notify those responsible for Department payrolls, when an employee is not, or has ceased to be eligible for sick leave benefits.

1. On retirement or death of an employee the Director of Personnel shall advise those responsible for payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of his retirement or death.

SCHEDULE "C"

CANADA LIFE DENTAL PLAN

DENTAL BENEFIT

- Part I - Diagnostic, preventitive, minor restorative, minor surgical charges
- Part II - Endodontics, periodontics, major surgical charges, Denture Adjust-
ments Repairs, Rebasing & Relining
- Part III - Dentures and Major Restorations

SCHEDULE OF FEES

Current Provincial Dental Association's Schedule of Fees.

DEDUCTIBLE

There is no deductible applicable to the insured charges.

Co-insurance on Insured Charges

- Part I and Part II - Nil on all charges
- Part III - 50% on all charges

Maximum Benefit Payable

- Part I and Part II - Unlimited
- Part III - \$500 per person in 12 consecutive months

PART I

A. Diagnostic

(1) Examinations:

01110, 01120, 01130, 01200, 01400, but not more than one examination
in any period of six consecutive months.

01300.

(2) X-rays:

02100, 02101, but not more than once in any period of 24 consecutive
months.

02111 to 02120, but inclusive, 02131, 02132, 02133, 02134.

02141, 02142, 02143, 02144, but not more than once in any period of
six consecutive months.

02201, 02202, 02203, 02204, 02304, 02400, 02430, 02504, 02505,
02600, 02701, 02702, 02703, 02704, 02705, 02800, 02920, 02930.

(3) Tests:

04100, 04200, 04300, 04310, 04330, 04400.

(4) Consultations:

05100, 05200.

B. Preventive

(1) Probphylaxis:

11100, 11200, 11300, but not more than once in any period of six consecutive months.

(2) Fluoride treatment:

12400.

(3) Oral hygiene instruction:

13200, 13210, but not more than once in any period of six consecutive months.

13220, but not more than one unit in any period of six consecutive months.

(4) Space maintainers, applicable only to the dependent children of an individual:

15100, 15110, 15200, 15210, 15300, 15310, 15400, 15500.

(5) Occlusal Equilibration:

43310.

(6) Pit and Fissure Sealants:

13401, 13404.

C. Minor Restorative

(1) Amalgam Restorations:

21101, 21102, 21103, 21104, 21105, 21211, 21212, 21213, 21214, 21215, 21221, 21222, 21223, 21224, 21225.

(2) Retentive pins:

21301, 21302, 21303, 21304, 21305.

(3) Silicate Restorations:

22101, 22102.

(4) Acrylic or Composite Restorations:

23101, 23102, 23103, 23111, 23112, 23113, 23114, 23201, 23202,
23203, 23204, 23221, 23222, 23223.

(5) Cement Restoration:

29800.

(6) Sedative Dressing:

13600, 39930.

(7) Stainless steel crowns applicable only to the dependent children of
an individual while they are under 12 years of age:

27401, 27403, 27411, 27413, 27500.

D. Minor Surgical

(1) Extractions:

71101, 71111, 72100, 72210, 72220, 72230, 72240.

(2) Residual Root Removal:

72310, 72320.

E. Additional Services

(1) Anaesthesia, used in conjunction with oral surgery, periodontal
surgery, fractures and dislocations:

92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311,
92330, 92340.

(2) House or Hospital Visits:

94100, 94200.

(3) Special Office Visits:

94400.

PART II

A. Periodontics

(1) Non-surgical:

41100, 31200, 31200.

(2) Surgical: The maximum benefit payable will include charges for packaging and post-surgical treatment.

42001, 42002, 42003, 42100, 42103, 42104, 42200, 42300, 42310, 42500.

(3) Adjunctive Services:

43200, 43210, 43400, 43600.

B. Endodontics

(1) Pulp Capping:

31100, 31110.

(2) Pulpotomy:

32201, 32202, 32210, 32211.

(3) Root Canal Therapy:

33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420.

(4) Apexifications:

33501, 33502, 33503, 33504, 33511, 33512, 33513, 33514.

(5) Periapical Services:

34101, 34102, 34103, 34104, 34111, 34112, 34113, 34114, 34115, 34201, 34202, 34203, 34212, 34213.

(6) Root Amputation:

34401, 34402.

(7) Other Procedures:

39100, 39110, 39120.

(8) Hemisection:

39210, 39220, 39230, 39300.

(9) Bleaching:

39400.

(10) Intentional Removal, Apical Filling and Reimplantation:

39501, 39502, 39503, 39600.

(11) Endosseous Implants:

39710, 39711, 39720.

(12) Emergency Procedures:

39901, 39902, 39903, 39904, 39910, 39940, 39960, 39970, 39980,
39985.

C. Major Surgical

(1) Residual Root Removal:

72410, 72411, 72450.

(2) Alveoloplasty:

73110.

(3) Gingivoplasty and/or Stomatoplasty:

73119.

(4) Surgical Excision:

74108, 74109, 74408, 74409.

(5) Surgical Incision:

75100, 75110.

(6) Fractures:

76198, 76210, 76250, 76310, 76350, 76910, 76950, 76951.

(7) Frenectomy:

77800, 77810, 78110.

(8) Miscellaneous:

79104, 79301 to 79308, both inclusive, 79401, 79601, 79602, 79603, 79604.

(9) Denture Adjustments:

54250, 54300, 54301, 54302.

(10) Denture Repairs:

55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204, 55520, 55530, 55700.

(11) Denture Rebasing and Relining:

56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263, 56270, 56271, 56272, 56273.

PART II - Extension of Insurance

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii), the individual's membership in the class or classes of individuals eligible for insurance or (iii) the policy, and the insured person has commenced treatment covered under this provision prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for 30 days with respect to Part II charges incurred for the same treatment.

PART III

A. Removable Prosthodontics

(1) Complete Dentures:

51100, 51110, 51120, 51300, 51310, 51600, 51610, 51620.

(2) Transitional Partial Dentures:

52120, 52121.

(3) Partial Dentures:

52220, 52221, 52230, 52231, 52320, 52321.

(4) Cast Chrome, Cobalt or Gold:

52400, 52410, 52500, 52510, 52520, 52525, 52530, 52531, 52535,
52600, 52610, 52620, 52630, 52800.

B. Fixed Prosthodontics

(1) Pontics:

62100, 62500, 62510, 62600, 62700, 62800.

(2) Retainers - Inlay, Onlay:

65200, 65300, 65400.

(3) Repairs:

66100, 66200, 66300, 66400, 66500, 66600, 66610, 66620.

(4) Retainers - Crowns:

67100, 67101, 67110, 67200, 67400, 67410, 67600.

(5) Splinting:

69610, 69620.

(6) Retentive Pins in Abutments:

69701, 69702, 69703, 69704, 69705.

C. Major Restorative

(1) Metal Restorative:

25100, 25200, 25300, 25500.

(2) Retentive Pins in Inlays and Crowns:

25601, 25602, 25603, 25604, 25605.

(3) Crowns:

27100, 27110, 27130, 27140, 27200, 27210, 27300, 27310, 27401,
27403, 27411, 27413, 27500, 27700, 27710, 27800, 27810.

(4) Other Services:

29100, 29300, 29500, 29510.

PART III - EXTENSION OF INSURANCE

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii) the individual's membership in the class or classes of individuals eligible for insurance or (iii) the policy, and the insured person has had an impression taken or a tooth prepared for a crown, bridge or denture in accordance with the Dental 3 charges prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for 90 days but only with respect to Part III charges for or resulting from the aforesaid impression, crown, bridge or denture.

PART III - LIMITATIONS

Charges for replacement of an existing partial or full removable denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework to replace extracted natural teeth, will only be paid for if evidence satisfactory to the Insurance Company is presented that:

- (i) the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture or bridgework was installed and while the insured person is covered under this provision, or
- (ii) the existing denture or bridgework was installed at least five years prior to its replacement and that the existing denture or bridgework cannot be made serviceable, or
- (iii) the existing denture is an immediate temporary denture replacing one or more natural teeth, for which impressions were taken while the insured person is covered under this provision, and replacement by a permanent denture is required, and takes place within twelve months from the date of installation of the immediate temporary denture, or

- (iv) the existing denture or bridgework is replaced by an equivalent denture or bridgework.

The maximum amount payable with respect to Part III charges defined about which are incurred by each insured person under this provision in any twelve consecutive months shall not exceed \$500.00.

If an insured person incurs any of the Part III charges defined in this provision while the insurance under this provision with respect to the insured person is in force, the Insurance Company will pay to the individual an amount equal to 50% of the Part III charges incurred.

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